

delivery and/or pay for such Weaner Pigs, or it becomes reasonably apparent that Buyer will be unable to take delivery and/or pay for such Weaner Pigs, in order to mitigate its damages hereunder.

10. **TERMINATION.** After the expiration of seven (7) years from the date of this agreement, this agreement may be terminated at any time by either party upon six (6) months written notice to the other party. If a party breaches this agreement, the other party may give written notice of termination due to such breach, and the agreement shall terminate thirty (30) days after the giving of the written notice unless the party in breach fully cures the breach within such thirty (30) day period.

11. **NOTICES.** Any notice required hereunder shall be in writing and shall be deemed to be delivered, whether actually delivered or not, when deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, when sent to the addresses below:

Seller:

Buyer:

and

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12. **DISPUTES.** Disputes between the parties involving the proper grading of Weaner Pigs shall be resolved by the provisions of paragraph 4.D. herein. All other disputes concerning the interpretation or application of the terms of this agreement shall be submitted to a mediator mutually agreed upon by the parties hereto, at least 90 days prior to the institution of any litigation concerning the same.

13. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties hereto is that of independent contractors and this agreement shall not be construed so as to create the relationship of employer/employee or principal/agent or joint venture between the parties hereto. Each party shall be solely responsible for the conduct, direction, operation and activities in connection with such party's business and employees and the performance of its obligations hereunder.

14. **AUTHORITY TO ENTER INTO THIS AGREEMENT.** Each person executing this agreement represents and warrants that this agreement has been duly and validly authorized by such person's principal, if any, and that all necessary action has been taken, and that this agreement constitutes the valid and binding obligation of the parties hereto enforceable in accordance with its terms.